

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
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**T.C. #: SPB08-16110-C**

**Title: INTEROPERABILITY MONTANA (IM) FREQUENCY SEARCH, ACQUISITION  
AND SUPPORT**

**This is a non-exclusive contract.**

CONTRACT TERM	FROM	April 1, 2008	CONTRACT STATUS	NEW (x)
	TO	June 30, 2010		RENEW ( )
VENDOR ADDRESS	CTA Communications, Inc. 20715 Timberlake Rd., Suite 106 Lynchburg, VA 24502		ORDER ADDRESS	
ATTN:	Walter C. Karvetski		ATTN:	
PHONE:	(434) 239-9200		PHONE:	
FAX:	(434) 239-9221		FAX:	
E-MAIL:	wkarvetski@ctacommunications.com		E-MAIL:	

PRICES: Per Contract Agreement

DELIVERY: Per Contract Agreement

F.O.B.: Per Contract Agreement

TERMS: Per Contract Agreement

REMARKS:

IFB/RFP No.: SPB08-16110

Robert Oliver, CONTRACTS OFFICER

DATE:

**AUTHORIZED SIGNATURE**

## INFORMATION TECHNOLOGY CONTRACT

1. Parties
2. Effective Date, Duration and Renewal
3. Cooperative Purchasing
4. Non-Exclusive Contract
5. Cost/Price Adjustments
6. Services and/or Supplies
7. Consideration/Payment
8. Term Contract Reporting
9. Access and Retention of Records
10. Assignment, Transfer and Subcontracting
11. Hold Harmless/Indemnification
12. Limitation of Liability
13. Compliance with Laws
14. Contract Performance Assurance
15. Contract Oversight
16. Contract Termination
17. Event of Breach – Remedies
18. Waiver of Breach
19. State Personnel
20. Contractor Personnel
21. Selecting a Contractor
22. Contractor Responsibilities
23. Meetings and Reports
24. Contractor Performance Assessments
25. Transition Assistance
26. Choice of Law and Venue
27. Scope, Amendment and Interpretation
28. Execution

**INTEROPERABILITY MONTANA FREQUENCY ACQUISITION AND SUPPORT**  
**SPB08-1611O-C**

**1. PARTIES**

THIS CONTRACT, is entered into by and between the State of Montana Department of Administration, (hereinafter referred to as "the State"), whose address and phone number are 1625 N. Roberts St., Helena, MT 59620, (406) 44-2575 and CTA Communications, Inc., (hereinafter referred to as the "Contractor"), whose address and phone number are 20715 Timberlake Rd., Suite 106, Lynchburg, VA 24502 and (434) 239-9200.

**THE PARTIES AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1 Contract Term.** This contract shall take effect on April 1, 2008, **(or upon contract execution)** and terminate on June 30, 2010, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not to exceed a total of ten years, at the option of the State.

**3. COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

**4. NON-EXCLUSIVE CONTRACT**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

**5. COST/PRICE ADJUSTMENTS**

<RESERVED>

**6. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to the State frequency search, acquisition and support services in support of the Interoperability Montana (IM) Project.

## **7. CONSIDERATION/PAYMENT**

**7.1 Payment Schedule.** In consideration for the provide frequency search, acquisition and support services in support of the Interoperability Montana (IM) Project to be provided, the State shall pay according to the following schedule: (*Payments will be addressed in the individual orders issued by the ordering agency.*)

**7.2 Withholding of Payment.** The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

**7.3 Purchasing Card.** The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

## **8. TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 1, 2009.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

## **9. ACCESS AND RETENTION OF RECORDS**

**9.1 Access to Records.** The Contractor agrees to provide the State, Legislative Auditor or their authorized agent's access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

**9.2 Retention Period.** The Contractor agrees to create and retain records supporting the frequency search, acquisition and support services in support of the Interoperability Montana (IM) Project for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

## **10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

## **11. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## 12. **LIMITATION OF LIABILITY**

Except for damages caused by injury to persons or tangible property, or related to defending intellectual property provided under the contract, the Contractor's liability for contract damages is limited to direct damages.

## 13. **COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

## 14. **CONTRACT PERFORMANCE ASSURANCE**

**14.1 Milestone Payments.** Payments to the Contractor will be based on completion and acceptance of each milestone or task. An example of a task assignment with completion verification is defined below. An actual process will be negotiated as part of the contract.

### Sample Task Acceptance Document

The Interoperability Montana Technical Team is requesting Contractor A to complete the tasks as outlined below with the estimated time. Any additional time required for these tasks outside of this approval will require an amendment of this assignment.

Task/Assignment	Estimated Hours	Actual Hours/Completion
X	130	128
Y	20	15
Z	35	35

Acceptance of Estimated Hours For Tasks X, Y, Z : \_\_\_\_\_  
Contractor A Representative

Approved: \_\_\_\_\_,  
Technical Team/State of Montana

Approval of Invoice Hours: \_\_\_\_\_  
Contractor A Representative

\_\_\_\_\_  
State of Montana Representative

## 15. **CONTRACT OVERSIGHT**

**15.1 CIO Oversight.** The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

**15.2 Right to Assurance.** If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the contract under the terms and conditions or other rights and remedies available by law or provided by the contract.

**15.3 Stop Work Order.** The State may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

## **16. CONTRACT TERMINATION**

**16.1 Termination for Cause.** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform the contract pursuant to Section 17, Event of Breach – Remedies.

**16.2 Bankruptcy or Receivership.** Voluntary or involuntary Bankruptcy or receivership by Contractor may be cause for termination.

**16.3 Non-Compliance with Department of Administration Requirements.** The Department of Administration pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract signing.

**16.4 Reduction of Funding.** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4)).

**16.5 Termination for Convenience.** The State may terminate this contract and/or any active projects in whole or in part at any time. In the event the contract is terminated for the convenience of the State the agency will pay for all accepted work performed and accepted deliverables completed in conformance with the contract up to the date of termination.

## **17. EVENT OF BREACH – REMEDIES**

**17.1 Event of Breach.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. Products or services furnished by the Contractor fail to conform to any requirement of the contract, or
- b. Failure to submit any report required hereunder; or
- c. Failure to perform any of the other covenants and conditions of the contract, including beginning work under this contract without prior Department of Administration approval.

**17.2 State's Actions in Event of Breach.** Upon the occurrence of any event of breach, the State may take any one, or more, or all, of the following actions:

- a. Give the Contractor a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater or lesser specification of time, 30 days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the Contractor notice of termination;
- b. Give the Contractor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the event of breach, shall never be paid to the Contractor;
- c. Set off against any other obligation the State may owe to the Contractor any damages the State suffers by reason of any event of breach; or
- d. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

## **18. WAIVER OF BREACH**

No failure by the State to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other breach on the part of the Contractor.

## **19. STATE PERSONNEL**

**19.1 State Contract Manager.** The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Jill Lotter  
125 North Roberts Street  
Helena, MT 59620  
(Telephone #)(406) 444-0115  
(Fax #): (406) 444-2529  
(E-mail):jlotter@mt.gov

## **20. CONTRACTOR PERSONNEL**

**20.1 Identification/Substitution of Personnel.** The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. Contractor agrees that any personnel substituted during the term of the contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under the contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this Contract. The State reserves the right to require Contractor personnel replacement. In the event that

Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

**20.2 Contractor Contract Manager.** The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Walter Karvetski  
CTA Communications, Inc.  
20175 Timberlake Road, Ste. 106  
(Telephone #) (434) 239-9200  
(Fax #) (434) 239-9221  
(E-mail) wkarvetski@ctacommunications.com

## **21. SELECTING A CONTRACTOR**

The State may select a term contract contractor listed in the Interoperability Montana Frequency Search, Acquisition and Support Contract as posted on the state term contract home page as provided under the State's website address <http://gsd.mt.gov/procurement/TermContracts.asp>, taking into consideration such things as the contractor's area of expertise, requirements and location of the project, the Contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on state and public projects, identified subcontractors, and total project cost.

**21.1 General.** Ordering agencies shall use the procedures in this section when ordering services priced at hourly rates as established by each Term Contract (TC). The applicable rates and qualifications are identified in the TC along with the each contractor's point of contact.

**21.2 Request for Quotation (RFQ) Procedures.** The ordering agency must provide an RFQ, which includes the SOW and limited but specific evaluation criteria (e.g., experience and past performance), to TC contractors that offer services that will meet the agency's needs. The RFQ may be posted to the agency's state website to expedite responses.

**21.3 Statement of Work (SOW).** All SOWs shall include at a minimum a detailed description of the work to be performed, location of work, period of performance, deliverable schedule, applicable performance standards, and any special requirements (e.g., security clearances, travel, special knowledge, budget constraints).

**21.3.1** Ordering agency may select a contractor from the pre-qualified list and directly negotiate a mutually acceptable project based on a sudden and unexpected happening or unforeseen occurrence or condition, which requires immediate action (*Exigency*).

**21.3.2** Ordering agency may place orders at or below the \$5,000 threshold with any term contract contractor that can meet the agency's needs. The ordering agency should attempt to distribute orders among all contractors.

**21.3.3** For orders estimated to exceed \$5,000 but be less than \$25,000:

- The ordering agency shall develop a SOW.
- The ordering agency shall provide the Request for Qualifications (including the SOW and evaluation criteria) to at least three listed TC contractors that will meet the agency's needs.
- The ordering agency shall request that contractors submit firm-fixed prices to perform the services identified in the SOW.

**21.3.4** For orders estimated to exceed \$25,000. In addition to meeting the requirements of 10.3.3 above, the ordering agency shall:

- Provide the Request for Qualifications (including the SOW and the evaluation criteria) to all listed term contract contractors.

**21.4 Evaluation.** The ordering agency shall evaluate all responses received using the evaluation criteria provided to the TC contractors. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. The agency will place the order with the contractor that represents the best value. After award, ordering agencies will provide timely notification to unsuccessful TC contractors. If an unsuccessful TC contractor requests information on a task order award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

**21.5 Minimum Documentation.** The ordering agency shall document:

- The TC contractors considered, noting the contractor from which the service was purchased;
- A description of the service purchased;
- The amount paid;
- The evaluation methodology used in selecting the contractor to receive the order;
- The rationale for making the selection;
- Determination of price fair and reasonableness.

The State reserves the right to cease negotiations with the contractor if agreement cannot be reached on project approach and/or costs, and to begin negotiations with another contractor from the list. The State will keep complete written documentation of any negotiation process in the project file.

Agency project task orders will be utilized to finalize the project. Only written addenda will be used for adjustments of the task orders and must be signed by both parties. All task orders must contain signatures from both parties and appropriate agency legal review as directed in their procurement policy.

The State will monitor contractor selection by using the information provided in the annual term contract usage reports.

## **22. CONTRACTOR RESPONSIBILITIES**

**22.1 Supervision and Implementation.** The contractor for an individual project will be responsible for the supervision and implementation of the approach and will be responsible for oversight of work performed by all subcontractors.

**22.2 Applicable Laws.** The contractor shall keep informed of, and shall comply with all applicable laws, ordinances, rules, regulations, and orders of the city, county, state, federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the Department of Labor, Occupational Safety and Health Administration.

**22.3 Work Acceptance.** The contractor is responsible for project oversight as needed. All work rejected as unsatisfactory shall be corrected prior to final acceptance. The State may also periodically provide personnel for administrative oversight from the initiation of the task order through project completion. All work will be inspected by the State or designated liaison prior to approval of any task order payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

**22.4 Records.** The contractor will supply the State with documentation, when requested, of methods used throughout project implementation. Contractor will maintain records, for itself and all subcontractors, of supplies, materials, equipment, and labor hours expended. The contractor will supply the State with photo documentation of methods of habitat restoration progress throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

**22.5 Subcontractors, Project Budget and Invoicing.** All subcontractors to be used in any project must be approved by the agency initiating the project. Project budgets will be negotiated for each individual project order. However, all rates, terms, and conditions set forth in this term contract will be applied to individual orders.

Contractor's billing will include the subcontractors' charges, and payment will be made to the prime contractor.

## **23. MEETINGS AND REPORTS**

**23.1 Technical or Contractual Problems.** The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of the contract.

**23.2 Progress Meetings.** During the term of the contract, the State's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of the contract as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under the contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

**23.3 Failure to Notify.** In the event Contractor fails to specify in writing any problem or circumstance with respect to the period during the term covered by Contractor's status report, it shall be conclusively presumed for purposes of this contract that no such problem or circumstance arose during such period, and Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for either claiming it is entitled to receive any amount (including without limitation damages or additional charges arising out of a breach by the State of any State obligation) with respect to any of Contractor's obligations hereunder in excess of those previously agreed to; or failing to complete any of Contractor's obligations hereunder. Submission by Contractor of the status reports shall not alter, amend or modify Contractor's or the State's rights or obligations pursuant to any provision of this Contract.

**23.4 State's Failure or Delay.** For a problem or circumstance identified in the Contractor's status report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the Parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Contractor. If the State does not agree as to the cause of such problem or circumstance, the Parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both Parties.

## **24. CONTRACTOR PERFORMANCE ASSESSMENTS**

**24.1 Assessments.** The State may do assessments of the Contractor's performance. Contractors will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

**24.2 Record.** Completed assessments may be kept on record at ITSD and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

- Suspense dates will be established based on each task assigned to and accepted by the contractor

## **25. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

## **26. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

## **27. SCOPE, AMENDMENT AND INTERPRETATION**

**27.1 Contract.** This contract consists of 14 numbered pages, any Attachments as required, SPB08-1611O, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

**27.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**28. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF ADMINISTRATION  
INFORMATION TECHNOLOGY SERVICES DIVISION  
PO BOX 200116  
HELENA MT 59620-0135**

**CTA COMMUNICATIONS, INC.  
20715 TIMBERLAKE RD., SUITE 106  
LYNCHBURG, VA 24502**

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
(Name/Title) (Name/Title)

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature) (Signature)

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

\_\_\_\_\_  
Chief Information Officer (Date)  
Department of Administration

**ATTACHMENT A**  
**PRICING SCHEDULE (FOR INFORMATION ONLY)**

CTA has included the pricing information requested in your RFP for frequency search/acquisition services. These prices are estimates and are included for your budgeting purposes, with the understanding that final pricing will be provided during Tier Two process.

Items Required	Estimated Prices
Cost per frequency for identifying useable frequency pairs (per site)	\$ 1,037.00
Cost per submitted application (per site)	\$ 2,348.00
Other Necessary Services:	
Site Intermodulation Study	\$ 1,365.00
Hourly costs for miscellaneous search and licensing support such as obtaining Letters of Concurrence (LOCs)	

See Hourly Rates below:

**DOMESTIC FEE SCHEDULE**  
**Billing Rates 2008**

For contracted services through December 31, 2008, the following rates apply:

Project Executive	\$207.50/hour Project
Manager – Subject Matter Expert	\$199.00/hour Project
Manager	\$185.50/hour Senior
Communications Engineer	\$181.00/hour Senior
Operations Specialist	\$161.00/hour Lead
Communications Engineer	\$156.00/hour
Communications Specialist – Subject Matter Expert	\$145.50/hour Senior
Communications Specialist	\$132.50/hour Staff
Communications Engineer	\$130.00/hour Project
Coordinator	\$111.00/hour
Communications Specialist	\$95.50/hour Project
Administrator	\$81.50/hour
Clerical	\$45.00/hour

Travel and Living expenses and other direct expenses will be invoiced for actual expenses times a factor of 1.20.

For services rendered after December 31, 2008 an escalation of 5% per year will apply.

It is CTA's policy not to provide any discounts or price reductions, unless they correlate to reduction in scope of services.